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In re the Application of :
Michael Wassenegger, et al. : Examiner: Georgia L. Helmer
Serial No. 09/782,874 : Group Art Unit: 1638
Filed: February 8, 2001 :
For: "NUCLEIC ACID MOLECULES :
ENCODING POLYPEPTIDES :
HAVING THE ENZYMATIC :
ACTIVITY OF AN RNA- :
DIRECTED RNA POLYMERASE : Docket No. 4476-P03504US01
(RdRP)" :

Certificate of Mailing Under 37 CFR §1.8(a)

I hereby certify that this Correspondence is being deposited on October 18, 2004 with the United States Postal Service as first-class mail in an envelope properly addressed to COMMISSIONER FOR PATENTS, P.O. Box 1450, Alexandria, VA 22313-1450.


Kathleen D. Rigaut, Ph.D., J.D.
PTO Registration No. 43,047

Enclosures:

- 1 Sheet of Revocation and Substitution of Power of Attorney
- Copy of Assignment Agreement
- Return Postcard

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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(RdRP) :

**REVOCATION AND
SUBSTITUTION OF POWER OF ATTORNEY**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned, on behalf of Plant Bioscience Limited, Assignee of the above-identified patent application, hereby revokes any and all powers of attorney heretofore given in said application and appoints the following individuals as attorneys with the full power of substitution to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Patrick J. Hagan	Reg. No. 27,643
John C. Dorfman	Reg. No. 16,703
Roger W. Herrell	Reg. No. 22,964
Henry H. Skillman	Reg. No. 17,352
Donald R. Piper, Jr.	Reg. No. 29,337
Vincent T. Pace	Reg. No. 31,049
Steven H. Eland	Reg. No. 41,010
Kathleen D. Rigaut	Reg. No. 43,047

SEND CORRESPONDENCE TO:

Kathleen D. Rigaut, Ph.D., J.D.
DANN, DORFMAN, HERRELL AND
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CUSTOMER NUMBER 000110

DIRECT TELEPHONE CALLS TO:

Kathleen D. Rigaut Ph.D., J.D.
at (215) 563-4100

Assignee hereby certifies that to the best of Assignee's knowledge and belief, title is in the Assignee.

PLANT BIOSCIENCE LIMITED
Assignee

Date: 21/9/04

By: 

Dr. A.J.S. Chojecki
Managing Director

WAS/03/02.312

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 1st day of February 2003 ("the Effective Date").

BETWEEN:

1 **DR MICHAEL WASSENEGGER** of Schellingstrasse 22, RGB, 80799 München, Germany

2 **MR STEFAN RÜHM** of Lena-Christ Strasse 4, 82152 Martinsried, Germany,

(jointly "the Assignors")

and

3 **PLANT BIOSCIENCE LIMITED** whose registered office is at Norwich Research Park, Colney Lane, Norwich, Norfolk, NR4 7UH, UK ("the Assignee").

DEFINITIONS:

The term "Invention" shall mean the Intellectual property in respect of US patent application 08/811,583 and US patent 6,218,142 entitled "Nucleic acid molecules encoding polypeptides having an enzymatic activity of an RNA-directed RNA polymerase (RdRP)", US patent application 09/782,874 and any divisional applications or continuations or continuations-in-part or renewals or extensions or reissues of such patents and patent applications; and improvements relating thereto that may be developed by or under the supervision of the Assignors.

RECITALS:

- (A) The Assignors has agreed to assign the Invention to the Assignee for the consideration herein mentioned
- (B) Whereas the Assignors warrant, by way of an agreement with Garching Innovation GmbH in June 1999 and an agreement between one of the inventors Dr Leonhard Riedel and Mr Stefan Rühm dated 27th March 2001, to be the sole joint owners of the title, the exclusive rights and all interests in those aspects of the Invention

OPERATIVE PROVISIONS:

In consideration for the payment of £1 (one pound) by the Assignee to the Assignors receipt of which is hereby acknowledged by the Assignor:

- 1 The Assignors hereby assign absolutely to the Assignee with full title guarantee and free from any encumbrances:
- 1.1 the whole or any part of the property and all rights in the Invention;
- 1.2 all rights, title and interest in and to any patent applications relating to the Invention together with all rights and powers arising or accrued there from;

- 1.3 the rights to apply for, prosecute and obtain patent or similar protection throughout the world (including without limitation in the United States of America) in respect of the Invention to the intent that the grant of any such patent or similar protection shall be in the name or and vest in the Assignee or its successors in title;
 - 1.4 the right to apply for one or more British Patents and the right to claim priority from such British Patent Applications with respect to all applications worldwide (including without limitation in the United States of America) for patent or similar protection for the Invention.
- 2 The Assignors further agree that at the request and cost of the Assignee and that each of the Assignors will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Invention or any patent or patent application relating to the Invention. For the avoidance of doubt, Assignee shall from the Effective Date be solely responsible for all future patent costs relating to the Invention.
- 3 Within 30 (thirty) days of the Effective Date of this Agreement, Assignee shall pay 5,000 (five thousand) EURO to the Assignors ("the Initial Payment"). Within 30 (thirty) days of the first anniversary of the Effective Date of this Agreement, Assignee shall pay a further 5,000 (five thousand) EURO to the Assignors ("the Second Payment"). Furthermore, the Assignee shall pay to the Assignors, 60 % (sixty per cent) of all Net Revenue received by the Assignee from licensing rights to, or otherwise exploiting commercially, the Invention, until the total cumulative payment made to the Assignors by the Assignee, including the Initial Payment and the Second Payment, is 100,000 (one hundred thousand) EURO. Thereafter, the Assignee shall pay to the Assignors, 40 % (forty per cent) of all Net Revenue received by the Assignee from licensing rights to, or otherwise exploiting commercially, the Invention. For the purposes of this Agreement, "Net revenue" shall be defined as being revenue after deduction of the Assignee's external patent expenditures in respect of filing, prosecuting, maintaining and defending patent rights in the Invention, the Initial Payment, the Second Payment and reasonable and prior agreed costs incurred by Assignee with third parties in order to further develop the Invention. All such payments under this Agreement shall be paid to the Assignors by the Assignee in the following way: 73% (seventy three per cent) to Dr Michael Wassenegger and 27% (twenty seven per cent) to Mr Stefan Röhm. From such payments the Assignors shall be solely responsible for any revenue sharing obligations they have, if any, to other inventors of the Invention, German federal funding agencies and/or Garching Innovation GmbH.
- 4 The Assignee shall use its reasonable endeavours to obtain and conclude agreements with licensees in respect of the Invention. The Assignors shall promptly inform the Assignee of any potential licensees of which it becomes aware. The Assignee will consult with the Assignors regarding the Assignee's intentions to commercially develop and exploit the Invention, but the Assignee will have the right at its sole discretion to commercially develop and exploit the Invention in the way it reasonably deems suitable.
- 5 If at any time, the Assignee decides not to pursue the protection and commercialisation of the Invention, it shall promptly inform the Assignors and offer to assign back to the Assignors, at no cost to the Assignors, the rights assigned to the Assignee herein. If at any time, the Assignee goes into compulsory or voluntary liquidation or if a receiver or administrator is appointed in respect of the whole or any part of its assets, it shall promptly inform the Assignors and offer to assign back to the Assignors, at no cost to the Assignors, the rights assigned to the Assignee herein.


- 6 The Assignors shall retain the right to conduct non-commercial research with the Invention and to publish the results of research in the Invention, subject always to providing the Assignee with full details of any proposed written, oral, electronic or other disclosure or any new results relating to the Invention, at least 30 (thirty) days in advance of such disclosure in order that the Assignee has a reasonable period to protect intellectual property rights in the results or propose amendments to the proposed disclosure. The Assignors may transfer tangible research materials relating to the Invention, to academic third parties for bona fide academic research, subject to the execution of a written Materials Transfer Agreement, which the Assignee will conclude with such third parties prior to such transfer taking place.

AS WITNESS the signatures of the parties hereto:

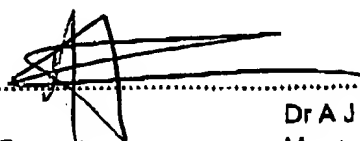
SIGNED for and on behalf of DR MICHAEL WASSENEGGER

5th Feb. 2003 
Date:

SIGNED for and on behalf of MR STEFAN RÜHM

5th Feb. 2003 
Date:

SIGNED for and on behalf of PLANT BIOSCIENCE LIMITED


Name: Dr A J S Chojecki
Official Capacity: Managing Director
Date: 29th January 2003